

Exhibit A

TOLLING AGREEMENT

THIS AGREEMENT (the "Tolling Agreement") is made as of February 24, 2012 (the "Effective Date") by and between the National Football League and NFL Properties ("the "NFL Defendants") and Plaintiffs in the lawsuits identified in Schedule A (the "Lawsuits").

WHEREAS, Plaintiffs have identified potential concerns with respect to federal jurisdiction that may cause Plaintiffs to re-file their lawsuits in various state courts throughout the United States of America absent an agreement tolling any statute of limitations or other time-based defenses (the "Limitations" as set forth below) applicable to the claims set forth in the Lawsuits and any other claims based on the same substantive allegations in the Lawsuits that would qualify under applicable laws to relate back to the filing of the Lawsuit (hereinafter, the "Claims"); and

WHEREAS, the NFL Defendants believe that federal jurisdiction exists over the Lawsuits because the Claims are either preempted by section 301 of the Labor Management Relations Act or are subject to supplemental jurisdiction pursuant to 28 U.S.C. § 1367; and

WHEREAS, to avoid the possible need for the re-filing in state courts of the cases set forth on Schedule A and to minimize the additional judicial administration of state court filings and removal proceedings, the parties have agreed to enter into this Tolling Agreement on the terms and conditions below;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties, each intending to be legally bound, agree as follows:

1. Subject to the terms and conditions stated below, the statutes of limitations, statutes of repose, time limitations in equity, statutory time conditions on filing suit,

laches and any other time bars (collectively the “Limitations”) applicable to the Claims are hereby tolled and suspended from the Effective Date until the earlier of: (1) a final disposition, including the exhaustion of appellate review, regarding the existence of federal subject-matter jurisdiction; or (2) ninety (90) days from the date Plaintiffs receive from the NFL Defendants written revocation of the Tolling Agreement; or (3) solely as to any Plaintiff so filing, the filing of an additional lawsuit in state court against either of the NFL Defendants.

2. Nothing in the Tolling Agreement shall have the effect of reviving Claim(s), if any, that have expired under any Limitations prior to the Effective Date of this Tolling Agreement. As an example, if the statute of limitations expired for a Plaintiff’s Claim(s) prior to the Effective Date of this Tolling Agreement, then Plaintiff’s Claim(s) remains subject to the defense of the statute of limitations and this Tolling Agreement in no way waives, prejudices or diminishes that defense in any respect or to any degree.

3. To the extent that any Limitations with respect to a Claim have not already expired, the NFL Defendants agree that the Limitations period with respect to that Claim shall be suspended until the expiration of the Tolling Agreement, at which time it shall begin to run again. As an example, if a statute of limitation would otherwise expire three months into the Tolling Agreement for Plaintiff’s Claim(s), upon the expiration of the Tolling Agreement, that Plaintiff will have three months to file his Claim(s).

4. Should additional retired player-plaintiffs (“New Plaintiffs”) file new lawsuits in federal court containing claims similar to those in the Lawsuits before the Court (Brody, J.) has ruled on the question of jurisdiction, the NFL Defendants agree that this Tolling Agreement is automatically amended to include and cover any such lawsuits filed by the New Plaintiffs, and the effective date of the automatic amendment(s) covering such new lawsuits shall

be the Effective Date, provided that such lawsuits are filed within 150 days of the Effective Date. For any lawsuits filed by New Plaintiffs after 150 days of the Effective Date, the NFL Defendants agree to amend this Tolling Agreement to include and cover any such lawsuits, and the Effective Dates of the amendments covering these lawsuits shall be the dates of the filing of any such lawsuits.

5. This Agreement is for tolling purposes only. The parties agree that the Tolling Agreement shall not be deemed an admission by the NFL Defendants of any fact, or for any purpose, or of the existence of any actual or potential claims or liability whatsoever of any party against or to any person (whether or not a party to the Tolling Agreement), or that any claim of any plaintiff is not time-barred.

6. The parties agree that the Tolling Agreement will not be admissible, and will not be offered as evidence or submitted in any legal proceeding, for any purpose other than to rebut a defense based on the passage of time or delay during the Tolling Period or to enforce the confidentiality undertaking in the next sentence. Except as set forth in the preceding sentence, the parties agree that the Tolling Agreement is, and shall remain, confidential, and neither the Tolling Agreement nor any of its terms shall be produced or disclosed to any third party (which does not include New Plaintiffs), except with the prior written consent of each of the parties; provided, however, that such disclosure may be made in response to the order of any court of competent jurisdiction, or otherwise as required by law.

7. This Tolling Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original. The parties may execute and deliver this Tolling Agreement via facsimile and email and such delivery shall be deemed effective upon the receipt of any such executed facsimile or email transmission.

8. The NFL Defendants and Plaintiffs agree that this Tolling Agreement is signed on behalf of the NFL Defendants and Plaintiffs by their respective counsel, and each of the attorneys signing this Tolling Agreement on behalf of his or her clients represents that the clients have been fully informed of the terms of this Tolling Agreement. If any Plaintiff does not agree to be bound by all of its terms, Plaintiff's counsel shall, within thirty (30) days of the NFL Defendants' execution of this Tolling Agreement, so notify the NFL Defendants in writing.

9. For the avoidance of any doubt, if a given Plaintiffs' counsel does not sign this Tolling Agreement, the Plaintiffs represented by that counsel shall not be parties to the Tolling Agreement. The lack of execution by a given Plaintiffs' counsel shall have no effect on the Tolling Agreement between the NFL Defendants and Plaintiffs represented by counsel that execute the Agreement.

10. The Tolling Agreement cannot be changed, modified or otherwise altered except by a writing executed and delivered by each of the undersigned.

11. The provisions of this Tolling Agreement shall be binding and effective with respect to the parties hereto, and their respective parents, subsidiaries, affiliates, successors, assigns, heirs, executors, administrators and representatives.

12. This Tolling Agreement shall be governed by the laws of the State of New York without regard to conflicts of law provisions thereof. The parties warrant, promise and represent that in executing this Tolling Agreement, each party is not relying upon any oral representation, promise or statement made by any other party and that each party is not relying upon any promise, statement or representation contained in any other written instrument.

IN WITNESS WHEREOF, the parties have executed this Tolling Agreement as follows:

By: Lynn B. Bayard DR

Date: 4/9/12

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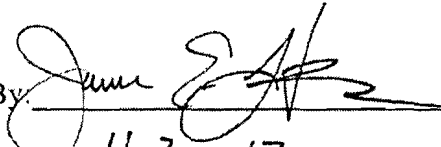
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By Richard Lewis

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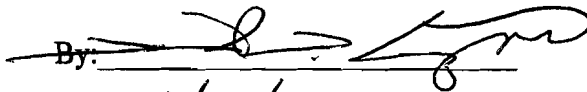
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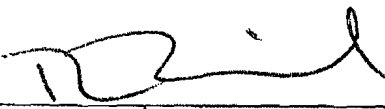
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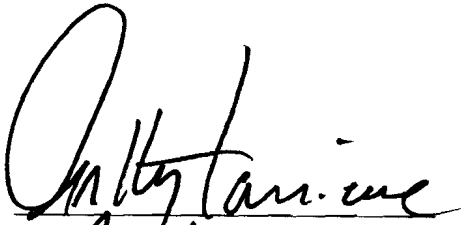
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SCHEDULE "A"

MDL No. 2323

Adams, et al. v. NFL, et al. (12-cv-00683) (E.D. Pa.)
 Alexander, et al v. NFL (12-cv-00794) (S.D. Tex.); TBD (E.D. Pa.)
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 Hopkins, et al v. NFL, et al (12-cv-01239) (E.D. Pa.)
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 Jacobs, et al. v. NFL, et al. (11-cv-09345) (S.D.N.Y.); (12-cv-01035) (E.D. Pa.)
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 Myers v. NFL (12-cv-582) (S.D. Tex.); (12-cv-01424) (E.D. Pa.)
 Parker, et al. v. NFL, et al. (12-cv-00868) (E.D. Pa.)
 Pugh, et al v. NFL, et al (12-cv-01165) (E.D. Pa.)
 Rucker, et al. v. NFL, et al. (11-cv-09538) (S.D.N.Y.); (12-cv-01036) (E.D. Pa.)
 Rypien, et al. v. NFL, et al. (12-cv-01496) (E.D. Pa.)
 Solt, et al. v. NFL, et al. (12-cv-00262) (E.D. Pa.)
 Steed v. NFL, et al. (12-cv-00524) (C.D. Cal.); (12-cv-01026) (E.D. Pa.)
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 Wallace, et al. v. NFL et al. (12-cv-00336) (E.D. Pa.)
 Wooden, et al. v. NFL (11-cv-20269) (S.D. Fla.); (12-cv-01037) (E.D. Pa.)

Other Eastern District of Pennsylvania

Landry, et al v. NFL, et al (12-cv-01643) (E.D. Pa.)
 Parrish v. NFL, et al (12-cv-01700) (E.D. Pa.)
 Richards, et al v. NFL, et al (12-cv-01623) (E.D. Pa.)